



April 23, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 18-046CA

SECTION I.
INVITATION

The City of Corona Department of Public Works (City) invites proposals from qualified Consultants for:

**Environmental, Right-of-Way & Engineering Design Services for
McKinley Street Grade Separation
City of Corona Project No. 2012-12, RFP 18-046CA**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

**Tentative RFP Schedule
(Subject to Change at City's Discretion)**

- | | |
|---|---------------------------|
| 1. Issue RFP | April 23, 2018 |
| 2. Advertise | April 25, 2018 |
| 3. Written Questions from Consultants Due | May 15, 2018 @ 12:00 p.m. |
| 4. Responses from City Due | May 18, 2018 |
| 5. Proposals Due | May 23, 2018 @ 12:00 p.m. |
| 6. Proposal Evaluation Completed..... | June 4, 2018 |
| 7. Consultant Selection Interviews | June 11, 2018 |
| 8. Contract Negotiations | June 13, 2018 |
| 9. Council Approval..... | July 5, 2018 |
| 10. Notice to Proceed..... | July 16, 2018 |

Table of Contents

SECTION I.	Invitation
SECTION II.	RFP Instructions
SECTION III.	Evaluation and Award
SECTION IV.	Project Description and Scope of Work
SECTION V.	Proposal Content and Forms
SECTION VI.	Price Form
SECTION VII.	Form of Agreement

APPENDICES

APPENDIX A..... Design Alternative
APPENDIX B Project Study Report

SECTION II.
RFP INSTRUCTIONS
Environmental, Right-of-Way & Engineering Design Services for
McKinley Street Grade Separation
City of Corona Project No. 2012-12, RFP 18-046CA

A. Examination of Proposal Documents

1. By submitting a proposal, Consultants represent they have thoroughly examined and become familiar with the work required under this RFP and they can perform quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

B. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP and sent to all known recipients of this RFP that have provided a contact name, address and email information to which addenda may be sent. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

C. Clarifications

1. Examination of Documents

Should a Consultant require clarifications to this RFP, the Consultant shall notify the City in writing in accordance with Section C.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City may issue a written addendum clarifying the matter.

2. Submitting Requests

- a. With the exception of oral questions asked at any pre-proposal meetings, all Consultant questions, clarifications or comments shall be submitted in writing via email to carolyn.appelt@coronaCA.gov no later than 12:00 p.m. on May 15, 2018. It is the sole responsibility of Consultants to call 951-279-3620 to ensure that all written questions, clarifications or comments were received by the City. Inquiries received after 12:00 p.m. on May 15, 2018 will not be accepted.

3. City Responses

Responses from the City will be communicated in writing by Addendum and will be sent via e-mail to all known recipients of this RFP that have provided a contact name, address and email information to which addenda may be sent. Addenda will also be posted on the City of Corona website and can be accessed via the link below no later than 72 hours prior to the proposal Due Date and Time. It is the responsibility of the Consultant to make sure they have received all addenda prior to submitting a proposal.

<https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4>

D. Submission of Proposals

1. Date and Time

All sealed proposals are to be submitted to City of Corona, Attention: Carol Appelt, Purchasing Specialist IV, no later than 12:00 p.m., May 23, 2018. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

2. Address

Sealed Proposals shall be addressed as follows:

**City of Corona
Administrative Services Department - Purchasing Division
Attn: Carol Appelt, Purchasing Specialist IV
400 S. Vicentia Avenue, Suite 320
Corona, CA 92882**

Sealed Proposals may be delivered in person to the Administrative Services Department - Purchasing Division, at the address above. It is the sole responsibility of Consultants to ensure their proposals are received at the time and place indicated in this RFP. **Late or misdirected proposals shall be rejected and returned unopened without exception. Postmarks are not accepted.**

No oral or telephone proposals will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by City as provided herein.

3. Identification of Proposals

Consultant shall submit a proposal package consisting of:

- a) One **(1) signed original and six (6) copies** of its proposal;
- b) A completed and signed Price Form and Fee Table in a separate sealed envelope, marked "Price Form"; and
- c) One (1) computer disc (CD or DVD) or USB flash drive with digital files of items a) and b) above saved as portable document format (PDF) files.

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

**Environmental, Right-of-Way & Engineering Design Services for
McKinley Street Grade Separation
City of Corona Project No. 2012-12, RFP 18-046CA**

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

E. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing its proposal in response to this RFP;
2. Submitting the proposal to City;
3. Negotiating with City on any matter related to the proposal; or
4. Any other expenses incurred by the Consultant prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

F. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award of a contract. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Consultant(s) should negotiations with the selected Consultant(s) be terminated, to negotiate with more than one Consultant simultaneously, or to cancel all or part of this RFP.

G. Acceptance of Order

The successful Consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

H. City of Corona Business License

The successful Consultant(s) and any sub-Consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275

I. Funding Source Requirements

The project is primarily being funded from California Senate Bill No. 132 approved by the Governor on April 28, 2017. There are no known Federal funds currently programed or expected to be obtained for the project. Preparation of documents for or obtaining compliance with the National Environmental Policy Act (NEPA) is therefore not required.

J. Prevailing Wage Requirements

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

K. Insurance Requirements

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

L. SB 854 Requirements

1. Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no Consultant or Subconsultant may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5.
2. **The DIR registration number for each Consultant and Subconsultant must be identified on Consultant's proposal** - failure to identify this number could result in the proposal being rejected as non-responsive. It is each Consultant's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

M. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which Consultant considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from

disclosure, should be prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by Consultant. The City of Corona will use its best efforts to inform Consultant of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the Consultant considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a Consultant’s proposal marked “Confidential”, “Proprietary”, or “Trade Secret”, Consultant shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Consultants are instructed to enclose all “Confidential, “Proprietary,” or “Trade Secret” data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any “Confidential,” “Proprietary,” or “Trade Secret” documents that are not contained in envelopes and prominently marked.

SECTION III.
EVALUATION AND AWARD
Environmental, Right-of-Way & Engineering Design Services for
McKinley Street Grade Separation
City of Corona Project No. 2012-12, RFP 18-046CA

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

A. Evaluation Criteria

Consultant/Firm Name:		
Criteria	MaxPoints	Rating
Understanding of the work to be done and proposed project approach	20	
Qualifications of the firm, proposed staffing, relevant experience with similar kinds of work and availability of the Project Manager and key personnel	20	
Presentation of Innovative and Creative Design that provides an equal or better solution to the end product absent the deviation or concept, as determined by the City, in its sole discretion	30	
Capability of developing innovative or advanced techniques to providing the services that provide additional efficiencies or increased performance capabilities	10	
Familiarity and experience working with BNSF, Caltrans District 8, Riverside County Flood Control and Water Conservation District, U.S. Army Corps of Engineer, Regional Water Quality Board and California Department of Fish and Wildlife	20	
Total	100	

1. Project Understanding – 20 points

- a. Explanation of the Project, identification of key requirements and constraints to consider and address.
- b. Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the project objectives and overall schedule. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them. Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the project.

2. Qualifications of the Firm & Experience with similar kinds of work – 20 points

- a. Technical experience in performing work of a closely similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project; strength and stability of the firm; strength, stability, experience and technical competence of Subconsultants; assessment by client references. Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the project.
- b. Demonstrated competence in successful completion of similar projects (history of meeting schedule deadlines and completing work within budget). For the sample projects, describe their relevance to the Project and Services contained in this solicitation including descriptions of how any outstanding issues and project constraints were addressed and resolved.
- c. Qualifications of "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.
- d. Have a minimum of three (3) similar projects within the last five (5) years providing the same or similar services requested in this RFP.
- e. Provide reference(s) of agencies you have contracted with, providing the same or similar services in the last three (5) years.

3. Presentation of Innovative and Creative Design- Alternative Concepts (AC's) – 30 points

This process is intended to allow Consultants to incorporate innovation and creativity into their proposals, in turn allowing the City to consider Consultant ACs in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ACs to the post-award period and ultimately, to obtain the best value for the public. ACs eligible for consideration hereunder shall be limited to those deviations from the requirements of the as-issued design concept/alignment for the Project. A concept is not eligible for consideration as an AC if, in the City's sole judgment, it (a) is merely a reduction in Project scope, performance, or reliability; (b) would require the addition of a separate Authority or Caltrans project to the Contract (such as expansion of the scope of the Project to include additional roadways); (c) an increase in the amount of time required for Substantial Completion or any other Completion Deadline; or (d) significant increase in the right-of-way acquisitions that would further impact the surrounding community. If an AC that would require further environmental evaluation of the Project is approved by the City, the City will require that Consultant to bear the schedule and cost risk associated with such additional environmental evaluation. If Consultant is not able to obtain the approvals or satisfy the other conditions identified by the City that are necessary to implement an AC, Consultant will be obligated to develop the Project in accordance with the issued design concept/alignment without regard to the AC and without additional cost or extension of time (and the City may be entitled to a reduction in the Contract Price and/or schedule as set forth in the Contract Documents).

Consultants to discuss in detail innovation and creativity in design that provides an equal or better solution to the end product absent the deviation or concept, as determined by the City, in its sole discretion.

- a. Write a general (approximately 1 to 2 page) description of the proposed concept, how the proposed concept will be used on the Project, proposed location where the concept would be used, and any other pertinent information that would provide a clear understanding of the proposed concept.
- b. Any conceptual drawings (if applicable) of the configuration of the AC or other appropriate descriptive information that the Consultant believes are advisable to enable the City to understand the proposed AC.
- c. References to requirements of the RFP that are inconsistent with the proposed AC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations
- d. Any changes in roadway operations requirements associated with the AC, including ease of operations.
- e. Any changes in routine or capital maintenance requirements associated with the AC including ease of maintenance.
- f. Any changes in the anticipated service life of the item(s) comprising the AC or affected by the AC.
- g. Any reduction in the time period necessary to design or construct the Project resulting from implementing the AC, including, as appropriate, a description of methods and commitments.
- h. Include a preliminary analysis and quantitative discussion of potential impacts on vehicular traffic (both during and after construction), environmental permitting, community impact, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, replacement, maintenance, and operation.
- i. A description of any impacts on the land or facilities of third parties, including private owners, Governmental Entities, Utility owners, and railroads.
- j. Whether and what additional ROW will be required to implement the AC; and Consultants are advised that they shall (i) not be entitled to any Change Order for time or money as a result of Site conditions (e.g., Hazardous Materials, Differing Site Conditions, geotechnical issues, Utilities, etc.) on such additional ROW, and (ii) not be entitled to any Change Order for additional time or money as a result of any delay, inability, or cost associated with the acquisition of such ROW.
- k. Description of other projects where the AC has been used; the degree of success or failure of such usage; and names and contact information, including phone numbers and e-mail addresses for project owner representatives that can confirm such statements.
- l. Description of added risks to the City or third parties associated with implementing the AC.
- m. An estimate of any additional City, and third-party costs associated with implementation of the AC.
- n. An analysis of how the AC provides an equal or better solution to the end product.

If implementation of an AC will require approval by a third party (e.g., a Governmental Entity), Consultant will have full responsibility for, and bear the full risk of, obtaining any such approvals after award of the Contract and submission of data.

4. Staffing and Project Organization – 10 points

- a. Demonstrate current staffing capacity to accomplish the work in the required time. Provide true and accurate staffing capacity and workload information for the Project Manager (PM) and key staff proposed for use on this project (including subs, if any).
- b. Consultants are to discuss their scheduling strategy and any innovative, proactive measures their team will adopt to address the project timelines. Highlight any areas to which the Consultant will pay particular attention given understanding of the project scope. Outline the roles and responsibilities of team members in the schedule and cost control process.
- c. Thoroughness and reasonableness of the project schedule with emphasis on processing requirements through Caltrans District 8, and environmental clearance agencies. Ability to meet the project deadline and securing necessary permits.

5. Familiarity and experience working with BNSF, Caltrans District 8, Riverside County Flood Control and Water Conservation District, U.S. Army Corps of Engineer, Regional Water Quality Board) and California Department of Fish and Wildlife– 20 points

- a. Demonstrated experience working with affected local agencies directly involved in this project; experience working with Caltrans District 8, Caltrans Structures, Caltrans Environmental, the California Public Utilities Commission (PUC) and the Burlington Northern Santa Fe (BNSF) Railroad
- b. Degree of understanding of the project and understanding of state requirements and the process of obtaining approvals through Caltrans District 8, CPUC, and BNSF.
- c. Staff and/or Subconsultant's experience supporting other consultants with right-of-way acquisition and related services.
- d. Staff and/or Subconsultant's experience coordinating and obtaining CEQA environmental approvals.
- e. Staff and/or Subconsultant's experience with obtaining Section 404 Permit (U.S. Army Corps of Engineer), Section 401 Water Quality Certification (Regional Water Quality Board) and Streambed Alteration Agreement (California Department of Fish and Wildlife).

B. Evaluation Procedure

An Evaluation Committee will be appointed to review all Proposals received. The Evaluation Committee will be comprised of City staff and may include personnel from stakeholder agencies, such as Caltrans and RCFCD. All proposals received as specified will be evaluated by the Evaluation Committee in accordance with the above criteria. The City may invite a shortlist of Consultants to an interview, if deemed necessary, and provide additional direction as to its conduct and content. Consultants must achieve a minimum overall score of 55, based upon individual evaluator's scoring against the above matrix and averaged by the number of participant evaluators. Proposals which do not achieve the minimum scores will receive no further consideration. During the evaluation period, the City may do any or all of the following: generate a "short list" and conduct interviews with as many as the top four (4) candidates; conduct on-site visits and/or tours of the candidates' places of business or similar projects designed for other agencies; conduct negotiations with the most qualified candidate(s).

Consultants should be aware; however, that award may be made without Consultant interviews, or further discussions or negotiations.

Subsequent to interviews, if conducted, the Evaluation Committee will further discuss and score the presentations and responses to questions using the same set of scoring criteria as used for the proposals. The proposal scoring will be combined with the scoring of the interviews. The proposal score will count for 60% of the overall combined score and the interview, if scheduled, will count for 40% of the combined score. The final combined score will determine a final ranking of the Consultants.

If the City elects to proceed with interviews, final selection of Consultants for interview and notification for interviews is expected to occur on or about June 11, 2018.

Any award made by the City shall be made in writing and shall be subject to the availability of funding at the time of award (if any).

In order to obtain the most advantageous offer for the City, the City reserves the right in its sole discretion: a) to waive irregularities and / or minor non-compliance by any Consultant with the requirements of this Request for Proposal, and b) to request clarification and / or further information from one or more Consultants after closing without becoming obligated to offer the same opportunity to all Consultants.

C. Award

Negotiation may or may not be conducted with Consultants; therefore, the proposal submitted should contain Consultants most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant. Should the City be unable to negotiate a satisfactory contract with the highest ranked Consultant, the City retains the right to terminate negotiations with the highest ranked Consultant and open negotiations with the next highest ranked Consultant if determined to be in the best interest of the City.

City staff will submit a recommendation to City Council for consideration and approval of the proposal(s) evaluated by staff to be the most qualified for this project.

The City anticipates making final selections and awards on or about July 5, 2018.

D. Notification of Award and Debriefing

Consultants who submit proposals shall be notified in writing regarding the Consultants who were selected as part of the top ranked list. Such notification shall be made within 10 days of the date of list approval.

Consultants who were not selected as part of the top ranked list may request an appointment with City representative to obtain an explanation concerning the strengths and weaknesses of their proposal. Consultants not selected who wish to be debriefed, must request the debriefing in writing and the City must receive it within 3 days of notification of Contract Award.

E. Protest Procedure

Consultants may file a “protest” of a proposal with the Project Manager. In order for a Consultant’s protest to be considered valid, the protest must:

1. Be filed in writing within 5 calendar days after the top ranked list is published;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest complies with all of these requirements, the Project Manager or other designated City staff member shall review the basis of the protest and all relevant information. The Project Manager will provide a written decision to the protestor. The protestor may appeal the decision of the Project Manager to the Assistant Public Works Director/Assistant City Engineer.

SECTION IV.

PROJECT DESCRIPTION AND SCOPE OF WORK Environmental, Right-of-Way & Engineering Design Services for McKinley Street Grade Separation City of Corona Project No. 2012-12, RFP 18-046CA

A. Project Description & Scope of Work

Improving mobility has been a challenge to Riverside County due to rapid population growth and the imbalance of jobs and housing. This has increased commuter traffic between the Inland Empire, Los Angeles and Orange Counties. The growth in goods movement has exacerbated traffic congestion because trucks compete with passenger vehicles for space on roadways. The increase in warehousing and the growth in goods flow for truck and rail will further strain current transportation infrastructure in Riverside County. Recognizing the significant traffic congestion that Riverside County residents face every day, the State of California has allocated \$427 million for the Riverside County Transportation Efficiency Corridor (RCTEC) to improve five major transportation projects in Western Riverside County. These five projects would not be built for many years without the state funding that was approved by the Governor and State Legislators in April 2017. Senate Bill 132 requires that the state funds for these projects be expended no later than June 30, 2023. The McKinley Street Grade Separation Project is one of the five awarded projects and received \$84.45M. The State of California, Riverside County Transportation Commission, the County of Riverside, and other stakeholders are implementing new innovative strategies to accelerate completion of all five projects.

The project is anticipated to improve mobility and safety by (1) constructing a grade separation at McKinley Street/BNSF crossing, (2) reducing the amount of time City residents and commuters spend waiting at rail crossings, (3) eliminate vehicle-train conflict and delays, (4) eliminate train-pedestrian accidents, (5) improve emergency response times, and (6) contribute to continued growth in the national, state and local economy by facilitating expanded trade.

At this time, the City is proceeding with development of the Plans, Specifications, and Estimates (PS&E), Environmental Technical Studies, Right-of-Way Engineering and Acquisition necessary to construct the project.

The following presents the scope of work for the Environmental Clearance, PS&E and Right-of-Way Phases based upon the selected preferred alternative identified and approved as Roadway over Tracks. The selected Consultant is expected to prepare all reports, studies and plans to meet the requirements of all affected agencies. City staff will provide overall project coordination and will handle administrative and policy matters. Caltrans, the County of Riverside, RCFCD & WCD, and the affected agencies will provide oversight, guidance and interpretation on matters relating to State, County, and City policies and regulations.

The Project includes the construction of a four-lane or six-lane overcrossing bridge over the existing BNSF tracks. The needed number of lanes through the corridor shall be determined

based on traffic studies and modeling. McKinley Street is currently listed in the City's General Plan as a 4-Lane Major Arterial, which is defined as a roadway with 106 feet of right-of-way width and includes 4 traffic lanes, a 14-foot median, and two 12-foot parkways (one on each side of the roadway). However, the classification of McKinley may need to be modified to a 6-Lane Major Arterial, which is defined as a roadway with 130 feet of right-of-way width and includes: 6 traffic lanes, a 14-foot median, and two 12-foot parkways. This proposed modification will only be approved if the traffic studies and modeling support it. With this modification, the City's street classification will match the RTIP project description of a 6-lane grade separation structure.

Services to be performed in response to this RFP include but not limited to:

- (1) Research and Data Gathering.
- (2) Project Development Team meetings.
- (3) Agency/Stakeholders Coordination workshops and meetings.
- (4) Geotechnical Engineering.
- (5) Structural Engineering and Calculations for bridge and retaining walls/sound walls.
- (6) Roadway Engineering
 - a) Plan and Profile
 - b) Demolition and Construction Details Design
 - c) Grading and Erosion Control Design
 - d) Construction Staging, construction signs, and traffic control Design
- (7) Aerial Mapping and Design Field (ground) Surveys of public right-of-way and properties affected by the Project.
- (8) Hydraulic and Drainage Engineering, The Consultant's analysis will be closely coordinated with the affected properties, and agencies, including the Riverside County Flood Control & Water Conservation District (RCFC&WCD), County of Riverside, Caltrans and BNSF. The Design Drainage Report will quantify the magnitude and frequency of design flows from adjacent areas to the PROJECT area, as well as the volumes attributable to the proposed improvements. It will also include a description of the proposed on-site drainage improvements and any treatment Best Management Practices (BMPs) to be incorporated into the design in order to satisfy agency water pollution control regulations.
- (9) Water Quality and Erosion Study, Storm Water Pollution Plan Preparation (SWPPP) Plan.
- (10) Right-of-Way (ROW) Engineering, prepare and provide Legal and Plats, Right-of-Way Survey to include City's ROW, RCTD, RCFC& WCD ROW, BNSF ROW, and private properties that will be affected by the Project.
- (11) Support and coordinate efforts for Right-of-Way Appraisals and Acquisition to follow State, City and Caltrans procedures, to the extent required.
- (12) Utilities Design, Coordination, and Relocation Design.
- (13) Aesthetics, Landscape and Irrigation Design for public ROW and private properties affected by the Project (if needed).
- (14) Electrical, Signal and Lighting Design for public ROW and private properties affected by the Project (if needed).
- (15) Environmental Clearance and technical studies (including but not limited to Natural Environment Studies, Biological Assessments, Visual Impact Study, Right-of-Way Impact Study, Cultural Resources Study, Noise Study, Air Quality Study, Water Quality

Study, Traffic/Corridor Study, Hazardous Waste/Material Phase II Study, Paleontology Study, Wetland Assessments, Protocol Surveys, Relocation Impacts, Tribal Cultural Resources, Visual Impact Studies, Archeological Survey Report or other required studies).

- (16) Prepare a Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis document for submittal to the County of Riverside Environmental Programs Department (EPD).
- (17) Signing and Striping Design for public ROW and private properties (if needed).
- (18) Processing all forms, maps and documents for required permits and acquisitions. Prepare a Notice of Exemption (NOE) and provide to the City for approval and submittal to the State Clearinghouse. Anticipated needed permits include but not limited to Caltrans Encroachment, RCFCD&WCD Encroachment and cooperative agreement, BNSF Construction and Maintenance Agreement, Fish and Game 1600, 1602, Section 404 Army Corp of Engineers Permits, Section 401 Water Quality Certification Regional Water Quality Control Board, Streambed Alteration Agreement California Department of Fish and Game.
- (19) Outreach and Public Relations including community meetings, business and property owner's meetings, City Council meetings and City Committees meetings.
- (20) Typical schedule of activities.
- (21) Design 3D modeling, and visual aids.
- (22) Construction staging concepts and potential detour routing Design.
- (23) Estimate of Probable Costs for: acquisitions, relocations, and construction with every submittal package.
- (24) Technical Specifications and General Conditions.
- (25) Bid Support (additional service).
- (26) Construction Support (additional service).

The Project will be processed and reviewed by Caltrans via Permit Engineering Evaluation Report (PEER) process in-lieu of a Project Initiation Document.

The Consultant services will require review and approval of the design by BNSF. Formal approval is expected to be provided through execution of a Construction and Maintenance Agreement. The CPUC approval is also required for all modifications to rail crossings. It is anticipated that approval will be provided through the CPUC General Order 88-B process. The successful team will provide City staff with all necessary support, applications, drawings, exhibits, meetings, submittals and resubmittals to obtain approvals.

Project is funded with City, TUMF and State funds only therefore preparation of documents and studies for obtaining compliance with NEPA are not required. The Project is expected to eliminate an existing grade crossing. It is therefore anticipated that the Project will be statutorily exempt from compliance with CEQA. However, in order to ensure the City is minimizing potential effects on environmental resources, businesses and residents in the area, the Project will require several technical studies (some listed above) that are typically performed as part of the environmental documentation process.

In 2011, a Preliminary Engineering Study was performed as part of a grant application process. The Study resulted in the development of alternatives for consideration. A copy of

the Preliminary Engineering Study and City approved Project Study Report with additional information and exhibits is included in Appendix B.

All engineering work shall be performed by a Professional Engineer registered in the State of California. All surveying work shall be performed by a Licensed Surveyor registered in the State of California. All reports, plans, and cost opinions will be to a level of professional competence that is common among engineers performing like services. All final reports, plans, technical specifications, and cost opinions shall be stamped and signed by the Civil Engineer responsible for the work. Prepare and submit permit applications as applicable; attend and organize meetings; revise, edit and resubmit permit applications, plans, and exhibits as needed; and follow up with the agencies as needed to assist the City in securing all required permits. The City will pay all permit fees.

Prepare plans in AutoCAD 2015.dwg format and provide a CD (or DVD) to the City in this format containing the plans (including all xrefs) along with PDF files.

Prepare final drawings for bidding and construction on 24-inch x 36-inch bond paper. Prepare record drawings (As-Built) on 24-inch x 36-inch Mylar after completion of project. The original drawings and digital files shall be the property of the City. Technical Specifications section must conform to the Greenbook for the street and utilities portion of the project and Caltrans technical specifications and standard plans for the bridge design.

1. Data Collection

The Project will involve the review and assimilation of a large amount of existing data and the generation of new data. The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the improvements above and underground within City ROW; private properties affected with the Project; BNSF; County of Riverside; RCFC & WCD and with Caltrans ROW, Consultant shall accurately layout easements, centerline, ROW, addresses and private property lines.

Perform research of records including utilities, other agency records as necessary to secure information required to identify, locate, and accurately layout all existing utilities, improvements, easements, and rights-of-way within project limits that may interfere with the proposed improvements. The information to be researched will be, as a minimum, the following:

- a. Review existing utility and street record drawing plans.
- b. Review existing As-Built bridge drawing/inspection reports.
- c. Perform utility investigation/utility coordination and provide utility relocation recommendations.
- d. Perform an existing utility easement investigation (Prior Rights for proposed relocation).
- e. Coordinate with City's Right-of-Way Acquisition Consultant to perform field investigation and measurement to assess existing site conditions.
- f. Provide a copy of all utility notifications and responses prior to first progress payment request.

The Consultant shall determine the ownership rights (utilities in their own easement or utilities in by City franchise agreement) of utilities affected by Project construction and shall coordinate and notify the City if any costs are to be paid by the City for utility relocations

early in the design process. The Consultant shall track the progress/schedule of the utility company relocation plan preparation in order to have the utility facility relocated prior to construction (preferred) or to ensure final approved utility relocation plans are attached to the City construction plans including the number of working days required by the Utility to construct their facilities clearly identified in the Special Provisions. A utility matrix shall be prepared listing the facility type, construction material, location/depth and disposition of utilities within the Project limits.

The Consultant shall perform all research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the above underground improvements and easements, centerline, ROW, and private property lines. The selected Consultant will be expected to determine what data sources are necessary to gather and by what date, and to prioritize the gathering of that data. Consultant shall research and review all previous work performed to date in the Project vicinity that impacts the design of the improvements, including but not limited to:

- a. Existing improvement plans/engineering reports of record
- b. Right-of-way mapping, ownership records (Title Reports)
- c. Preliminary engineering and reports for this Project
- d. Environmental clearance and mitigation measures
- e. City/other agency engineering design standards, codes, and plan processing procedures
- f. Existing topographic mapping, photos, reports, maintenance reports, “as-built” plans, record maps and surveys, study reports, assessor maps, contract documents, utility index maps, local street improvement/development plans and other pertinent data will be obtained and reviewed.

In case of conflict, ambiguities, discrepancies, errors, or omissions among the reference materials obtained by Consultant from other agencies, Consultant shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by Authority shall be at Consultant's risk and expense. In event that non-standard features become apparent during the initial design, Consultant shall prepare the necessary design exceptions following Caltrans or BNSF and the respective city's guidelines.

The Consultant shall positively locate all, both high- and low-risk (pothole) utilities in conformance with Government Code 4216 to determine the depth and size for clearance and connection points or conflicts for any underground improvements, such as gas lines and services, electrical lines and services, signal, street lighting, communication lines and services, sewer lines and services, storm drains, or potable and non-potable water lines and services. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement, with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. Potholing information and plan shall be submitted to the City after completion of this task. If an area of possible conflict was not potholed during the project design phase and the City determines that additional potholing is required, the Consultant shall pothole the area to verify any conflicts at no additional cost to the City. Consultant and Subconsultants shall obtain necessary training including applicable rail safety program prior

to performing field investigations. All said training shall be at the sole cost of the Consultant and at no additional cost to the City.

The City expects that the selected team will make the best use of existing data to minimize waste and duplication of work efforts.

2. Coordination

Consultant shall coordinate with City of Corona and its various departments (such as Community Development, Transportation, Traffic, DWP, etc.), other involved agencies, Right-of-Way Acquisition Consultant, private property owners, business owners and developers for compatible design and phasing of construction with existing and proposed conditions. Coordination may include, but will not necessarily be limited to the following:

- a. BNSF Railroad, Metrolink and Public Utilities Commission
- b. Caltrans District 8
- c. Nationwide permit through the ACOE, pursuant to Section 404 of the Clean Water Act.
- d. Riverside County Flood Control and Water Conservation District (RCFC&WCD).
- e. A Section 1600, 1602 Streambed Alteration Agreement.
- f. A Section 401 Certification or waiver from the Region 4 of the Regional Water Quality Control Board.
- g. Utility Companies
- h. Riverside Transportation Commission (RCTC) including rail and bus services
- i. County of Riverside including bus services
- j. Property and business owners, and residents

Community engagement is a critical component of this Project. The Consultant team will coordinate and manage the community engagement component in conjunction with the City. Consultant shall prepare for, schedule, produce, and manage Community Engagement Meetings at key decision points. Provide renderings for public meetings showing the selected plan. The City anticipates four community meetings, as many as twelve one-on-one meetings with property owners and/or business owners, as well as two presentations to Infrastructure Committee, three presentations to the Planning Commission and the City Council of the design during the various progress phases. Based on input, the Consultant will incorporate changes to the design (when possible) and present the final schematic design to the Community and City Council using colored 3D interactive viewing/navigation of project design alternatives and phases depicting overall look and feel to aide in stakeholders' and public's understanding of the proposed Improvements.

Consultant shall maintain positive public relations during design through an effective public information program.

The 3D virtual model developed by the Consultant must have the ability to:

- a) Interactively view, analyze and present the Project;
- b) Animate simulations to depict existing and proposed conditions within the Project boundary (buildings, landscape, signage, vehicles, signals, pavement, sidewalk, striping, relevant design features); create virtual tours for public access, create 360° and Virtual Reality videos;
- c) Present multiple viewpoints or animation paths;
- d) View existing conditions and design alternatives;

- e) Generate unlimited still images and clipped simulation videos; and
- f) Be accessible to City and public audiences from any web connected device. A cloud collaboration service shall be provided to enable City to view and navigate the visualization models using standard internet browsers. This service needs to be able to extend to public stakeholders and engage in web-based meetings with shared model viewing, view, and navigate on local desktop computers. The cloud collaboration service shall extend for approximately 24 months (with option to extend as needed). Training shall also be provided to city staff in order to utilize the service.

Caltrans may exercise review and approval function through the City Project Manager at key points in the development process. All contacts with Caltrans will be directed through the City Project Manager. Milestone Project design reviews will be performed for the specific products and deliverables listed herein. The City Project Manager will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by Consultant with approval of City Project Manager.

Consultant shall supply to other agencies and utility companies the minimum number of sets required by them for their review along with any other required data, including permit applications. Process plans and technical specifications to obtain permits/approval from other agencies as required for construction of the improvements. Permit application fees will be reimbursed, and/or paid for, by the City for the amount stipulated on the permit or receipt.

3. Standards

The Project plans, specifications, and estimates for the bridge shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards. Improvements of local roads may be prepared in accordance with City standards in lieu of Caltrans standards as directed by City. All Documents shall be prepared using US standards and dimensions. Also, compliance with American Railway Engineering and Maintenance-of-Way Association (AREMA) requirements, BNSF Railway-Union Pacific Railroad Guidelines for Railroad Grade Separation Project and/or County or City Standards as appropriate.

Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City standard plan and profile sheets. Design of improvements within RCFC&WCD and within Caltrans rights of way may be required per to be prepared per their respective standard drawings and plans.

Specifications shall be prepared in conformance with the current editions of the City Standard Plans and Specifications, SSPWC and Caltrans' SSPs, latest edition. As part of the work involved in the preparation of the plans, specifications and estimates, the Engineer shall prepare and furnish to the City special provisions for items of work included in the plans which are not covered in the City's Standard Specifications or SSPWC.

In case of conflict, ambiguities, discrepancies, errors, or omissions among the reference materials obtained by Consultant from other agencies, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors

or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

In event that non-standard features become apparent during the initial design, Consultant shall prepare the necessary design exceptions following BNSF, Caltrans and the respective city's guidelines.

4. Site Survey

All surveys shall be performed by Consultant in accordance with the current Caltrans "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The Consultant shall be responsible to verify datum with the City. Consultant shall obtain applicable encroachment permits prior to beginning any field investigation. Consultant and Subconsultants shall obtain necessary training including applicable rail safety program prior to performing field investigations. All said training shall be at the sole cost of the Consultant and at no additional cost to the City. Additionally, if a traffic control plan is required, Consultant shall prepare the plan. Such documents shall be forwarded to the City, for review and concurrence prior to beginning any field investigation.

Consultant shall perform design surveys including mapping and mapping updates, necessary to complete a constructible PS&E. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open-ended traverses, profile data sheets and required documentation. Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and per Authority's direction. In accordance with the Act, "responsible charge" for the work shall reside with a Registered Civil Engineer registered prior to January 1, 1982, or a Licensed Land Surveyor, in the State of California.

The surveyor shall complete a topographic survey map of the site to prepare a base map for the street improvement demolition and construction plans, bridge plans, utilities existing and new and relocation plans, landscape and irrigation plans, Aesthetics plans, and right-of-way engineering. The field survey will also be required to provide existing property corners (for determination of right-of-way take), spot elevations, identify any unknown features, identify all known existing utilities in the street and on private property, cross sections, and add a greater level of detail for the Riverside County Flood Control and Water Conservation District (RCFC&WCD) channel crossing. Develop a base map of the proposed alignment, including public right-of-way and proposed right-of-way take with new legal descriptions. Plats, Record of Survey, property lot lines, street centerlines, bench marks, monuments, and control points shall be confirmed and shown on the plans. Conduct site visits to identify all existing improvements and conditions that may affect the design and construction of the proposed project and existing site conditions. Provide one (1)-foot contours based on City of Corona vertical datum. Establish street centerlines, right-of-way lines existing and proposed, and all easements from available record information. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction. Consultant shall locate and tie any features that would affect the design or construction.

Conduct a thorough independent field investigation of the project site to identify pre-existing site conditions and physical constraints of the project area. Consultant shall obtain Record of Surveys, benchmark and centerline tie information.

5. Design

Bridge plans shall be prepared in accordance with the Caltrans Bridge Design Details Manual, Bridge Design Aids Manual, and Bridge Memos to Designers, Division of Structures current edition. Consultant shall prepare a concept submittal package as required under BNSF Guidelines for Railroad Grade Separation Projects. The submittal package shall include the proposed plan, elevation, and typical sections of the proposed grade separation showing bridge width and location within the BNSF right-of-way. The submittal package shall also include existing and proposed track lay-outs and any proposed shooflies and construction phasing that will impact BNSF's facilities or operations. Consultant will prepare the Structures Memorandum bridge type report and the bridge general plan to comply with the most current BNSF, AREMA, and CPUC guidelines. The memorandum will state recommendations for retaining wall types, as required. Consultant will submit to the City, BNSF and RCFCD&WCD for review and approval.

The bridge type report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, Consultant will develop an order-of-magnitude construction cost estimate in a format to be specified by the City. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry. Consultant will submit Type Selection documents to the City, BNSF, and the RCFCD&WCD for review and approval. Consultant will discuss, review, and coordinate the bridge type and retaining wall type selections with the City, BNSF, and RCFCD&WCD. These discussions will include pros and cons for each structure type being considered, including construction costs, schedule, constructability issues, maintenance, and aesthetics.

Consultant will submit railroad bridge concept and plans to BNSF via the City for review and approval.

Roadway or related facilities plans shall be prepared in conformance with the current City Design and Standard Plans for roadway within City right-of-way, and shall be per Caltrans standards and requirements within Caltrans right-of-way. All Roadway plans shall be on single sheet files. Graphic files shall conform to the Caltrans current standards and requirements for Data Format.

Consultant shall prepare and submit hydrologic and hydraulic analyses to support any required storm drain relocation and realignment or modifications to the existing channel. The Geotechnical Design Report shall be prepared in conformance with current Caltrans standards and requirements and to the requirements of RCFCD&WCD. Consultant will prepare Hydraulics and Hydrology Reports as needed to address existing and proposed drainage conditions and any changes caused by the proposed design including mitigation. Consultant will investigate hydrologic and hydraulic features of the site as necessary to accommodate the grade separation.

Consultant shall determine all utilities within the project area and impacted by the Project, including utilities in BNSF right-of-way, and determine their design and relocation requirements. Consultant shall identify existing utilities to be removed/abandoned, relocated, or protected in place on a utility matrix. Consultant shall prepare utilities plans of the

proposed utilities crossing under the railroad tracks and the proposed bridge. Consultant shall accurately identify all existing utilities on the roadway plans. Consultant shall identify existing facilities to be removed and /or relocated. Consultant will design City-owned utility relocations. Consultant shall design the City Utility relocations per the Cities' standards. Consultant shall perform the necessary coordination to define the Cities' utility relocation requirements.

1. Basic Roadway Plans

- Tide sheet and location map
- Typical sections
- Stand plans list
- Key map and line index
- Layouts
- Profiles with super-elevation diagrams
- Construction details and construction notes
- Summary of quantities
- Contour grading
- Gridded Intersection Plans with elevation for intersections throughout the PROJECT limits in order to facilitate grading/paving.

2. Calculations

The following calculations will be provided:

- Geometric traverse and right-of-way (ROW)
- Template notes and slope staking notes
- Profile
- Grid grades
- Earthwork quantities
- Other quantities

3. Drainage Plans

Consultant shall perform hydrology and hydraulic studies to obtain and provide design solutions which will remove surface runoff from the upstream side of the highway to downstream side. Studies and design shall be performed in accordance with current Caltrans Standards and requirements.

The following list of drawing types shall be included, but not limited to:

- Drainage layouts
- Drainage profiles
- Drainage details

- Drainage summary

4. Traffic Plans

The following list of drawing types shall be included, but not limited to:

- Signing
- Detour layout plans
- Pavement delineation plans
- Stage construction and traffic handling plan
- Electrical
- Construction area sign details
- Signal and signal details
- Traffic summary

5. Miscellaneous Plans

- Fencing
- Miscellaneous
- Safety barriers
- Sound wall and/or retaining wall
- NPDES erosion control plans
- Utility relocation
- Landscaping and Irrigation plans
- Structure plans
- Right-of-way requirements
- Construction Phasing and Detour
- Temporary and permanent Lighting Plans

Consultant will prepare a Water Quality Management Plan (WQMP) for the project as required for urban runoff from municipal separate storm sewer systems (MS4 permit). The scope of the WQMP will include recommendations for post-construction permanent best management practices (BMPs), including source control (structural and non-structural) and treatment BMPs. Recommendations for BMPs will be incorporated into the project's PS&E. The construction documents shall require the construction Contractor engage a licensed engineer to prepare a Storm Water Pollution Prevention Plan (SWPPP) for this Project that covers all items within the scope of work. Consultant shall provide base Project data for SWPPP preparation (areas, slopes, etc.). This work includes documentation and incorporation of environmental requirements and mitigation measures, NPDES, temporary and permanent BMPs, air/water quality, nesting birds/endangered species, erosion/sediment control) into the Project construction documents.

Consultant Deliverables include:

- Water Quality Management Plan (WQMP)
- Storm Water Pollution Control plans
- Storm Water BMP plans
- Storm Water Pollution Plan Preparation (SWPPP)
- Notice of Intent (NOI)

Landscape and Irrigation plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements. Irrigation Plans shall be prepared based on use of City's Reclaimed Water, and in conformance with standards of the Department of Health Services.

Special Provisions shall be prepared using Microsoft Word conforming to City Greenbook format and content. Bridge Specifications shall be prepared in conformance with the Caltrans Bridge Design Specifications, Division of Structures current edition.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number. The Consultant shall prepare and furnish special provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and City approved standard special provisions.

Consultant shall prepare a preliminary cost estimate. Throughout development of the PS&E, Consultant will update this estimate using the City's cost estimate format with the final estimate due with the plans and specifications. If this cost estimate, or any of the updates, exceeds the Project Cost Budget as provided by the City's project manager, Consultant shall recommend and implement alternatives for reducing the project costs to within the budget.

6. Materials/Foundation Reports & Geotechnical Design Report

Consultant will conduct a site visit to observe the topography and visualize the proposed improvements at the project location. Consultant will review available subsurface data from nearby structures or published geologic maps, to determine general subsurface conditions at the project site. Geotechnical borings shall be performed by the Consultant.

Consultant will provide geotechnical, geologic and seismic design recommendations. Consultant will provide geotechnical and foundation recommendations for roadway, bridge, retaining walls, and other structures as required.

Consultant will prepare a geotechnical, materials and bridge foundation report with information gathered during the site visit and review of existing subsurface data, geotechnical borings, results obtained from the alternative analysis and the preliminary bridge and retaining wall foundation data.

Consultant will prepare and submit a geotechnical review and exploration plan for the City review. Consultant will obtain right-of-entry permits prior to exploration. Consultant will conduct subsurface investigation and evaluate the results in accordance with specified testing criteria. Consultant will analyze the results and present them in the geotechnical report. The geotechnical report will be prepared to include recommendations for design and construction

of bridge foundations, bridge type selection, earth retaining structures, cut and fill slopes, pavement, and drainage facilities.

Results obtained from the field and laboratory testing shall be used to establish an idealized soil profile and strength parameters for bridge foundation design, and slope stability and settlement calculations for the approaches. Consultant shall provide information on remediation measures if the site soils are corrosive to concrete or steel structures. R-value shall be used to determine composite pavement structural sections using Traffic Indices. All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures.

A qualified geotechnical engineer shall prepare a Geotechnical Report for foundation design of the bridge, and roadway pavement and embankment in accordance with Caltrans requirements. Sufficient borings and material samples shall be taken to determine the road structural section and slope stability. Consultant shall propose a Traffic Index (TI) for the all lanes and obtain City and Caltrans concurrence. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control. Consultant shall tie position of boring locations, with elevation.

The Foundation Report will also include:

- Nature of materials found on the site.
- Liquefaction potential.
- Any geological hazards that may exist and recommend mitigation measures.
- Seismic design data in accordance with Caltrans seismic design criteria.
- Soil parameters and load requirements to design shoring system for the possible construction of a box culvert under Galena Street.

The report will be developed in accordance with the guidelines for foundation studies and report as referenced in EFPB Information and Procedures Guide and the Bridge Design Aids Manual. It will be assured that the design parameters and potential construction difficulties are identified and addressed, together with the proper mitigation measures in the Foundation Report. For the bridge structure, alternative types of foundations will be evaluated to insure the selection of the most suitable type of foundation. A log of Test Borings sheet shall be prepared and included as part of the report and as part of the structure plans. This Foundation Report and Log Test Borings sheet will be prepared in accordance with Caltrans Standard Procedures and will be approved by Caltrans.

Laboratory Testing – Bulk and undisturbed samples will be selected for laboratory testing. All tests will be conducted in accordance with Caltrans Test Methods or ASTM Standards.

Engineering Analyses – Results obtained from the field and laboratory investigation program will be used to establish idealized soil profiles and design soil parameters for bridge foundation design.

7. Environmental Documentation (ED)

The Consultant will prepare a thorough project description defining the limits of project-related activities, which will be used as the basis for environmental technical studies conducted for this project. Pursuant to section 21080.13 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15282(g), the state legislature has determined that railroad grade separations shall be statutorily exempt from CEQA documentation and public disclosure requirements. Accordingly, a more formal CEQA environmental document is not required for this project. However, in certain instances and at the discretion of the sponsoring agency, it is sometimes prudent to undertake certain limited environmental studies in order to better understand and manage the consequences of a particular proposed railroad grade separation. Such is the case for the McKinley/BNSF Grade Separation, for which the City and Caltrans has determined that certain selected studies should be undertaken. This scope of work responds to that decision.

As part of the scope of services, the Consultant will prepare a Notice of Exemption (NOE) and provide to the City for approval and submittal to the State Clearinghouse. In addition, once biological, cultural, noise, and community impact reports have been completed and approved by the City, the Consultant will prepare a letter report summarizing the findings of these reports, as well as general information related to public outreach that was conducted in support of the project.

The McKinley/BNSF Grade Separation will not receive federal funds and therefore NEPA compliance is not required and Caltrans Local Assistance involvement is not anticipated. Unless otherwise specified, scope of work tasks will be completed by Consultant's staff. Consultant shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of the alternative under consideration. Additionally, base mapping of the environmental components/data. These components/data include Section hazardous materials sites, and land uses and right-of-way sites. Data from publicly available sources will be used and adjusted, where appropriate, based on field surveys and observations conducted by the Consultant.

Environmental Clearance, Technical studies and other information may be required to be prepared include, but not limited to the following: Natural Environment Studies, Biological Assessments, Initial Site Assessment, Aerial Deposited Lead Report, Asbestos Survey Report, Visual Impact Study, Right-of-Way Impact Study, Relocation Impact Study, Community Impact Assessment, Noise and Vibration Analysis and Technical Study, Cultural Resources Study, Area of Potential Effects (APE) Map. Noise Study/Noise Abatement Decision Report, Air Quality Study, Water Quality Study, Traffic/Corridor Study, Traffic/ Circulation Impact Report, Hazardous Waste/Material Phase II Study, Paleontology Study, Wetland Assessments, Protocol Surveys, Tribal Cultural Resources, Archeological Survey Report or other required studies.

Consultant shall prepare a list of the proposed technical studies that would support the benefits of the Project. Consultant shall coordinate and secure approval of Caltrans Environmental review group on the list of studies prior to start of work on the Environmental Clearance effort.

8. Right-of-Way

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This Project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with California Government Code, Code of Civil Procedure and corresponding Regulations, including but not limited to California Relocation Assistance law. City will review and approve all right-of-way-related work and deliverables. The right-of-way acquisition process shall include, but not be limited to the following:

A. Right-of-Way Requirements

The Consultant shall determine right-of-way needs and prepare maps for submittal to Caltrans Right-of-Way. The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs). Caltrans will approve right-of-way requirements prior to initiating preparation of right-of-way maps.

B. Right-of-Way Maps

- a. The Consultant shall prepare right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features consisting of lots along McKinley Street with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways.
- b. The Consultant shall identify all utilities, including those that have prior rights.
- c. The Consultant shall identify all improvements including monument signs, cell towers, business signs etc. that will be removed and or relocated as a part of the Project.
- d. The Consultant shall prepare right-of-way maps at a scale approved by Caltrans reflecting all right-of-way for the Project, including acquisitions and easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control. Dimensions are to be shown in English units.

C. Appraisal Maps, Plats, and Descriptions

- a. The Consultant shall coordinate with City's Right-of-Way Acquisition Consultant to prepare legal descriptions, plats, deeds, and maps for each parcel acceptable to Caltrans and the City for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the Project.
- b. The Consultant shall prepare legal descriptions, plats, and maps acceptable to utility companies (as required) and the City for conveyance of marketable title interests and accurate representation of easements necessary for construction of the Project.
- c. The Consultant shall prepare a right-of-way maps acceptable to Caltrans.
- d. A licensed Appraiser hired by the City will be responsible preparation of appraisals as required by Caltrans. The appropriately licensed appraiser shall be used for cell towers (if any), signs, etc. Consultant shall provide required documentation to City's Right-of-Way Acquisition Consultant to allow them to prepare the necessary appraisals for any property required for the Project.

- e. An experienced Right-of-Way Acquisition Consultant hired by the City shall be responsible for right-of-way negotiations and coordination with City representatives.
- f. An experienced Relocation Consultant hired by the City shall be responsible for all effort associated with relocations, negotiations and coordination with City representatives.
- g. The Consultant shall prepare necessary Caltrans Local Assistance Paperwork associated with utility relocations.

9. Agreements & Permits

The Consultant shall provide technical support and prepare necessary documents for the City's Right-of-Way Acquisition Consultant as required for them to prepare cooperative agreements, construction and maintenance (C&M), CPUC approval, escrow agreements, relocation agreements, temporary and permanent easements, County recordation, all required notices associated with the acquisitions and permits. The Consultant shall provide technical support and prepare necessary documents to the City as required for obtaining all permits needed for construction of the Project.

10. Utility Coordination

The intent of the City is that the services of the Consultant shall be complete and "turn-key" with respects to all utility coordination matters, including complete coordination for the protection and relocation of existing facilities as described herein, as well as coordination, preparation of applications, and all other matters pertaining to the relocation and installation of water and electric services, except for those procedures that must be performed by City.

Consultant shall designate experienced dedicated staff who shall be responsible for all coordination work related to utilities for Project, including but not limited to relocations of existing trunk and mainline facilities, installation of new trunk and mainline facilities, relocation of existing sewer, drainage, communication, electric and water services, and installation of new services.

Consultant shall coordinate with utility owners and City with respect to all utility related matters. Consultant shall provide copies of all correspondence with utility companies and other utility related information to the City. Correspondence, as described herein, shall be prepared by Consultant for either Consultant or City signature, as appropriate, and as directed by the City's Project Manager.

Consultant shall coordinate with City staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. Consultant shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information. Consultant shall Identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. Consultant shall prepare preliminary plans, which shall include all existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate. Consultant shall check horizontal and vertical clearances for utilities and coordinate design with the various utility companies to address conflicts. In addition to information provided by the owning utility companies and through research of other record maps, field surveys shall be used to locate utility features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans.

Consultant shall hire contractor to pothole all utilities that will be affected with the Project. Consultant shall coordinate the use of field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls.

Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans for those facilities that have such numbers attached to the facility and as provided on the owner's inventory maps.

Consultant shall send preliminary design plans to owning utility companies within the project limits with requests for review and comments on the plans relevant to their respective facilities, and with requests for other project specific information.

Consultant shall monitor responses of utility notices received and make recommendations for mitigating conflicts. Consultant shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the City's Project Manager as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- Consultant, through City staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners.
- Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to accommodate their facilities. Consultant understands that the utility companies are generally operating within the City right-of-way but may have prior rights to that of the City in some cases.
- Consultant, through City staff, shall issue mid-design letters with 50% plans which requests utility owner to initiate relocation engineering, funding, property rights checks, etc.
- Consultant shall monitor each utility owner that has conflicting facilities and shall obtain relocation plans and other relevant information from utility owner. Consultant shall review relocation plans for conformance with the requirements of the project.
- Consultant shall coordinate inclusion of special provisions in City's bid documents for adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by City between the City and the owning utility companies. Engineer shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.
- Consultant shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to resolve conflict issues.
- For utility conflicts that require relocating, City staff will submit the official notice / order to the utility companies to relocate conflicting facilities.
- Consultant shall make recommendations for special provision language with regard to utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.
- For utility conflicts with City owned water, sewer, reclaimed pipelines, electrical, Fiber Optic lines, Signal electrical, or Storm Drain that require relocating, Consultant shall prepare the required relocation plans or new installation plans as necessary to

provide biddable Plans and Specifications (turn-key service). City staff will submit the official notice / order to the utility companies to relocate conflicting facilities.

- For utility conflicts or improvements within properties that will be affected with the Project, the Consultant is responsible to prepare the needed plans for relocation or demolitions and re-establishment (such as irrigation, landscape, electrical services, lighting, gas services, communication, etc.) Consultant shall Locate and tie any features that would affect the design or construction.

11. Project Files

Project files shall be indexed in accordance with Caltrans' Project Development Uniform File System.

12. Calculations

All roadway calculations and structural analyses and design will be performed using Caltrans current standards and requirements. Data files and results will be submitted in a Digital Media format and hard copies.

13. Computer Aided Drafting and Design (CADD)

All plans will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual to assure complete compatibility.

B. Project Limits

The project limits for the anticipated McKinley Grade Separation are: McKinley Street at minimum between Costco Shopping Center/Griffin Way and Magnolia Avenue; along Sampson Avenue at minimum between Promenade Avenue and Magnolia; and along Estelle Street as needed for the design of the grade separation.

C. Project Schedule (Critical Path Method Schedule)

Within two (2) weeks from the Notice to Proceed (NTP), the Consultant shall provide a detailed schedule of anticipated services to meet the Scope of Work. Provide a schedule using calendar days with a list of tasks and sub-tasks, milestones, major activities and deliverables, including agencies review time (assume 4 weeks for Caltrans review and agency review of each submittal package), submittal and issuance of needed permits. Review of the schedule will occur at subsequent trend meetings. Adjustments will be made, as necessary, due to changing circumstances. Plans submitted to the City that are incomplete shall be returned to the Consultant unchecked and the Consultant will be expected to maintain the Project delivery schedule at no additional cost to the City. Consultant shall be familiar with Caltrans' plan check submittal procedures and timelines and shall schedule plan check submittals in order to maintain the Project schedule.

D. Services breakdown:

1. Project Administration

This task includes the day-to-day management of the Project. The Consultant Project Manager shall maintain ongoing liaison with the City Project Manager, agency contacts, railroad, regulatory agencies and utility companies to promote effective coordination during the course of project development. The following management and administrative duties shall be performed:

- Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies
- Conduct internal meetings with project staff and subconsultants
- Apply for and obtain permits necessary for the design team to be on the jobsite
- Apply for and obtain County and/or City approvals and permits, as necessary
- Prepare, circulate, and file correspondence and memoranda as appropriate
- Maintain Project files using specified filing system

Project Development Team (PDT) meetings with the City Project Manager, and other representatives from affected agencies will be held at least once a month and may be held on a bi-weekly basis. The Consultant shall prepare meeting agendas and minutes for each meeting. The minutes shall be distributed within 5 working days after the meeting to all attendees. The minutes shall include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and all follow-ups to the action items.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use on this phase of the project and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task but shall be included as part of Project Administration. The Consultant shall attend meetings as required to complete the Project, including Caltrans Safety Review meeting, Design Review meetings, Constructability Review meetings, Quality meetings, and informational meetings with stakeholders. Provide the deliverables listed in other sections of the scope of work.

2. Budgeting

The Consultant will prepare budgets for each task and milestone for the Project. Such budgets will be entered into the Consultant's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control.

3. Cost Accounting

Consultant will prepare monthly reports of expenditures for the Project by task and milestone. Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be included as supporting data for invoices presented to the City every month and shall be in accordance with the City's invoicing requirements.

4. Quality Control Plan

The Plans, Specifications, and Estimate (PS&E) will be subject to quality control reviews before submittal. These reviews will assure conformance to Caltrans and City standards and criteria as well as minimize typographical omissions. Consultant shall submit documentation of the completed QA/QC review.

5. Progress Reporting

Progress reports shall be prepared in accordance with City guidelines. Reports will be required monthly and shall be accompanied by an invoice.

6. Utility Locating/Potholing

This task involves the collection, assembly, and mapping of existing overhead and underground utility lines within the project limits. Perform necessary research to identify all existing utilities and potential conflicts. Pothole existing utilities to verify depth and location (assume 200 potholes). Provide all required traffic control and surface repair necessary for potholing work.

The Consultant shall determine the ownership rights (utilities in their own easement or utilities in by City franchise agreement) of utilities affected by project construction and shall coordinate and notify the City if any costs are to be paid by the City for utility relocations early in the design process. The Consultant shall track the progress/schedule of the utility company relocation plan preparation in order to have the utility facility relocated prior to construction (preferred) or to ensure final approved utility relocation plans are attached to the City construction plans including the number of working days required by the Utility to construct their facilities clearly identified in the Special Provisions. A utility matrix shall be prepared listing the facility type, construction material, location/depth and disposition of utilities within the project limits. Consultant shall tie position of boring locations, with elevation.

7. Final Engineering and Preparation of Construction Contract Documents

Final Engineering shall include detailed engineering calculations, design, construction plans, specifications and special provisions and engineer's construction cost estimate for the project that will enable the City to advertise and award the construction contract for the project. Components of this task include:

a. Required Permits

Consultant shall, on behalf of the City, identify, prepare applications for, and assist in obtaining the permits and clearances required by RCFC&WCD, Army Corps of Engineers, California Department of Fish and Game, Regional Water Quality Control Board, BNSF, CPUC and other public or private agencies/utilities or parties, for construction of the proposed facilities.

b. Right-of-Way, temporary and permanent Easements, and Right of Entry

Consultant shall, on behalf of the City, prepare all necessary documents and exhibits necessary for construction and per Caltrans requirements.

c. Plan and Technical Specification Preparations (35%, 65%, 95%, 100%, and Final)

Consultant will submit six sets of 24-inch x 36-inch and three sets of 11-inch x 17-inch plans on bond paper and opinion of construction cost with each submittal. Consultant will submit six sets of specifications (beginning with the 65% submittal). Paper submittals shall be accompanied by a CD with scanned images (PDF and WORD files) of submittals. The final submittal shall include one (1) set of 24-inch x 36-inch original signed/sealed plans on bond paper, one (1) set of signed/sealed final specifications, appendices, bid form, opinion of construction cost, and electronic files as described herein.

Work shall include completion of:

1. Title sheet.
2. Vicinity and location map.
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses, basis of bearing and bench mark, general notes and abbreviations.
4. Existing improvements, including but not limited to base map, property lines, curb & gutter, sidewalk, centerline, right-of-way, all utility lines (above and underground), valves, blow-offs, air release valves, water mains, drainage facilities, field topographic survey/design survey, and physical features, fences, above-ground and below-ground improvements, trees and vegetation, striping and/or pavement markings, traffic loops and other details that are of benefit to and/or requested by the City.
5. Provide piping plan, profiles, sections and details. Buried piping plans shall be plotted at 1"=40' horizontal and 1"=4' vertical scales and show all pipeline appurtenances, including, but not limited to isolation valves, check valves, air/vac valves, blowoffs, and cathodic protection (when required). Provide casing detail.
6. Typical street section with underground utilities on both bridge approaches if different.
7. Typical bridge section with utilities and proposed utilities crossing shown.
8. Technical specifications and special provisions conforming to the Greenbook and the City of Corona Department of Public Works Modifications to Standard Specifications for Public Works Construction, latest edition and Caltrans Standard Specification and standards for the bridge portion of the design.
9. Construction details, detailed cost opinion and bid schedule. Reference City standard details in the plans for the street improvements and Caltrans standard details for the bridge, where applicable and any BNSF standard that applies to the at grade crossing.
10. Process plans with City staff for approval and make corrections as appropriate.
11. Consultant and City Project Teams to meet at regularly scheduled intervals for progress meetings. Consultant should plan on monthly progress meetings for the duration of the project, at a minimum.
12. Provide a minimally detailed construction Critical Path Method (CPM) schedule to support the calculation of the number of Working Days for the Project construction.

d. Engineer's Construction Cost Opinion (35%, 65%, 90%, 100% and Final Document)

1. Engineer's construction cost opinion and quantity takeoff (in MS Excel format) for use by the City to advertise for bid.
2. Bid schedule/measurement and payment.
3. Estimated bidding/construction schedule.

e. Record Drawings

The construction contract will require the contractor to provide to the City for review and approval one set of as-built plans showing the design changes made during the

course of construction. Consultant shall prepare from these as-built plans and deliver to the City:

1. One set of 24-inch x 36-inch Mylar “Record Drawings” marked “As-Built”
2. One compact disc (CD) with the record drawing files saved in AutoCAD version 2015 and PDF.

5. Bidding Services

a. Bidding Phase Support

Assist the City in providing clarification and prepare information to be used in addenda as needed for twenty-five (25) questions that may arise during the bidding process. City will prepare and make available to plan holders any required addenda. Attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

b. Conformed Plans and Specifications

Prepare conformed plans and specifications for use in constructing the project. The conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to the final design plans.

6. Engineering Construction Services

Consultant shall assist the City during the construction of the project by performing the items below:

a. Engineering Support – Assist the City with the following:

1. Provide professional engineering services to address and respond to up to 200 Requests for Information (RFI’s) from the contractor,
2. Review up to 100 shop drawing and materials submittals,
3. Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered,
4. Review and provide recommendations regarding proposed change orders, as needed.
5. Attend pre-construction meeting and up to three (3) additional office or construction site meetings during construction.

b. Preparation of Record Documents (As-Built)

The construction contract will require the contractor to provide to the City for review and approval one set of as-built plans showing the design changes made during the course of construction.

Consultant shall prepare record drawings from contractor and construction inspector as-built drawing, markups, and field notes. Submit the following:

1. One (1) set of 24-inch x 36-inch Mylar “Record Drawings”

2. One (1) CD (or DVD) with the record drawing files saved in AutoCAD 2015.dwg and PDF formats.

6. Optional Services

Consultant shall provide separate line items in the cost proposal for the “Optional Services”. City may exclude or include the optional services as part of the awarded contract at City’s discretion. The “Optional Services” shall include the following activities:

- a. Construction Staking
- b. Other optional service as determined by Consultant

SECTION V.
PROPOSAL CONTENT AND FORMS

A. Proposal Format and Content

1. Presentation

Proposals shall be typed, double spaced, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, single sided, excluding any appendices.

2. Letter of Transmittal

Include a Letter of Transmittal with the proposal, addressed to Carol Appelt, and at a minimum, containing the following:

- a) Identification of Consultant, including name, address, telephone number, and email address;
- b) Proposed working relationship between Consultant and subconsultants/subcontractors, if applicable;
- c) A statement that all charges for subconsultants/subcontract services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable maximum 5% markup;
- d) A statement that costs for printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges;
- e) Acknowledgment of receipt of all RFP addenda, if any;
- f) Name, title, address, telephone number, and email address of Consultant's contact person during period of proposal evaluation;
- g) A statement confirming the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- h) Signature of a person authorized to bind Consultant to the terms of the proposal.

3. Technical Proposal

The Technical Proposal shall be organized into the order of the following sections:

a. Project Understanding & Approach

Prepare the description of the project Understanding and Approach to address items identified within this RFP and offer possible solutions to project challenges. Demonstrate knowledge of the goals of the project and provide a roadmap for the

project (in paragraph or other suitable form) to describe how it will be accomplished. Offer any unique or creative ideas and alternatives that will help the City design and construct the project. This section should be detailed and well thought-out.

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant's understanding of the City's needs and requirements, including

1. A description of the approach to completing the tasks specified in the Scope of Work;
2. A sequential outline of the activities that would be undertaken in completing the tasks and specify who would perform them; and
3. Furnish a schedule and detailed schedule for completing the tasks in terms of elapsed calendar weeks from the commencement date.
4. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocations to the Project by individual task.
5. Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the Project.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

- b. Qualifications of the Firm & Experience with similar kinds of work
- c. Presentation of Innovative and Creative Design- Alternative Concepts
- d. Staffing and Project Organization
- e. Familiarity and experience working with BNSF, Caltrans District 8, Riverside County Flood Control and Water Conservation District, U.S. Army Corps of Engineer, Regional Water Quality Board) and California Department of Fish and Wildlife
- f. Appendices

Information considered by Consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

B. Licensing and Certification Requirements

By submitting a proposal, Consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by Consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification should be included in Consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful Consultant(s) and its sub-consultants are each required to obtain a City of Corona Business License prior to award of Agreement. **The Business License is not required for submission of a proposal.**

C. Insurance

The Consultant shall submit evidence of ability to provide insurance in the amounts and with coverages required pursuant to Section VII Form of Agreement, subsection 3.2.10 Insurance et seq.

D. Non-Collusion Declaration

Consultant shall complete and sign the Non-Collusion Declaration and Acknowledgment of the City of Corona Agreement on the following pages and submit with proposal. The Non-Collusion Declaration shall be notarized.

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____, [title] of _____
_____[Consultant], the party making the forgoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal. The Consultant has not directly or indirectly colluded, conspired, plotted, or agreed with any Consultant or anyone else to put in a sham proposal, or to refrain from proposing. The Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant. All statements contained in the proposal are true. The Consultant has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City of Corona Project No. 2012-12, RFP No. 18-046CA.

.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.
PRICE FORM

(To be submitted in a sealed envelope separate from proposal documents and marked
“Price Form”)

REQUEST FOR PROPOSALS: **City of Corona Project No. 2012-12, RFP No. 18-046CA**

DESCRIPTION OF WORK: **Environmental, Right-of-Way & Engineering Design Services
for
McKinley Street Grade Separation**

Consultant's NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Please provide the following in a separate sealed envelope.

- 1) A copy of the engineer's hourly rate schedule (labeled as Exhibit “C” Compensation) and an hourly cost breakdown by task shall be provided in this proposal.
- 2) A total “Maximum Not-to Exceed” fee for all engineering services to be rendered and all materials to be furnished.

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No
(circle one). If you answered “No”, please explain: _____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No.

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ EMAIL: _____

DIR REGISTRATION NO. _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S)

SECTION VII.
FORM OF AGREEMENT
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
ENVIRONMENTAL, RIGHT-OF-WAY & ENGINEERING DESIGN SERVICES
FOR MCKINLEY GRADE SEPARATION
CITY OF CORONA PROJECT NO. 2012-12

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Civil Engineering, Environmental, Right-of-Way and Engineering Design** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Environmental, Right-of-Way & Engineering Design Services for the McKinley Grade Separation, City of Corona Project No. 2012-12, RFP No. 18-046CA** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services for the **Environmental, Right-of-Way & Engineering Design Services for the McKinley Grade Separation, City of Corona Project No. 2012-12, RFP No. 18-046CA** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for *****INSERT WRITTEN AMOUNT***** (*****INSERT NUMERICAL AMOUNT*****) additional one (1) year periods (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in

conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. The City hereby designates **Nelson D. Nelson, PE, Public Works Director/City Engineer**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant

represents that it, its employees and subConsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, Consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, Consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable

laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$2,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-Consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$3,000,000** per claim or occurrence, **\$3,000,000** aggregate minimum.

3.2.10.4 Contractors Pollution Liability. Coverage shall be at least as broad as Contractor's Pollution/Asbestos Liability/Errors and Omissions as applicable to the work being performed with a limit of no less than \$1,000,000 per claim or occurrence and 1,000,000 aggregate per policy period of one year for firms or subcontractors conducting site assessment and test borings. As respects Contractors Pollution Liability and Asbestos Pollution Liability, coverage must be maintained for a minimum of five years after contract completion. The Contractors Pollution shall not contain a lead or asbestos exclusion.

3.2.10.5 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith and Products and Completed Operations hazards (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.6 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant.

Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(C) Contractors Pollution Liability. If coverages are written on a Claims Made form, retroactive date must be shown and must be before the date of the contract or beginning of contract work. If coverage is cancelled or non-renewed, or not replaced with another claims made form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended reporting period coverage for a minimum of five years after completion of contract work.

3.2.10.7 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.8 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.9 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.10 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain

the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.11 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.12 Sub-Consultants. All sub-Consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-Consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-Consultant has secured all insurance required under this Agreement.

3.2.10.13 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation"), without written approval of City's [Public Works Director/City Engineer]. Extra

Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subConsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. Consultant and its subConsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no Consultant or subConsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Project Manager. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless

from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5)

years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Nelson D. Nelson, PE, Public Works Director/City Engineer
Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, Consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation

or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other Consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
ENVIRONMENTAL, RIGHT-OF-WAY & ENGINEERING DESIGN SERVICES
FOR MCKINLEY GRADE SEPARATION
CITY OF CORONA PROJECT NO. 2012-12

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Nelson D. Nelson, PE
Public Works Director/City Engineer

Reviewed By:

Tom Koper, PE
Assistant Public Works Director

Attest:

Patty Rodriguez, City Clerk
City of Corona, California

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
ENVIRONMENTAL, RIGHT-OF-WAY & ENGINEERING DESIGN SERVICES
FOR MCKINLEY GRADE SEPARATION
CITY OF CORONA PROJECT NO. 2012-12

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

**EXHIBIT “A”
SCOPE OF SERVICES**

*****INSERT SCOPE*****

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**